

**AGENDA
ZONING COMMITTEE
OF THE SAINT PAUL PLANNING COMMISSION
Thursday, August 30, 2012 3:30 P.M.
City Council Chambers, Room #300
Third Floor City Hall - Saint Paul, Minnesota**

NOTE: The order in which the items appear on this agenda is not necessarily the order in which they will be heard at the meeting. The Zoning Committee will determine the order of the agenda at the beginning of its meeting.

APPROVAL OF AUGUST 2, 2012, ZONING COMMITTEE MINUTES

SITE PLAN REVIEW – List of current applications (Tom Beach, 651-266-9086)

NEW BUSINESS

- 1 12-090-716 Falafel King**
Reestablishment of nonconforming use as a fast food restaurant with drive-through service
1199 7th St W, NE corner at View
B2
Mary Matze 651-266-6708

- 2 12-091-512 Stephen Nelson**
Establishment of legal nonconforming use status as a duplex
19 Milton St S, between Summit and Grand
R2
Josh Williams 651-266-6659

- 3 12-093-010 Yer Yang**
Reestablishment of nonconforming use as a 4-plex
405 Charles Ave, between Western and Arundel
R4
Kate Reilly 651-266-6618

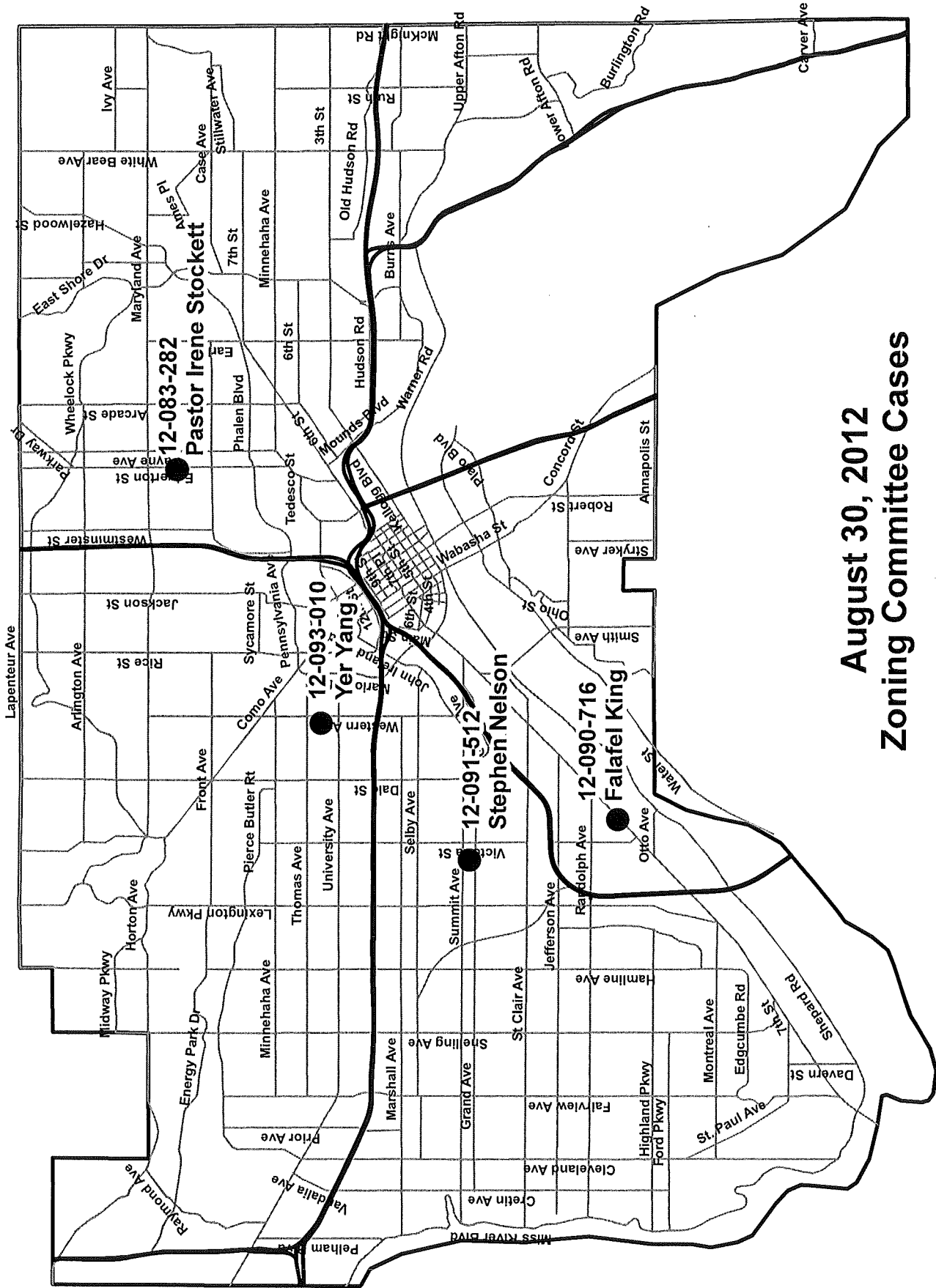
- 4 12-091-208 Pastor Irene Stockett**
Conditional Use Permit for transitional housing for up to 6 residents, including the owner, with modification to exceed planning district density standard by 2 residents
1093 Edgerton St, between Jessamine and Magnolia
R4
Kate Reilly 651-266-6618

ADJOURNMENT

Information on agenda items being considered by the Zoning Committee can be found online at www.stpaul.gov/ped, then Planning, then Zoning Committee.

ZONING COMMITTEE MEMBERS: Call Patricia James at 266-6639 or Samantha Langer at 266-6550 if you are unable to attend the meeting.

APPLICANT: You or your designated representative must attend this meeting to answer any questions that the committee may have.



August 30, 2012 Zoning Committee Cases

ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** Falafel King **FILE #** 12-090-716
 2. **APPLICANT:** Fouad Masroujeh **HEARING DATE:** August 30, 2012
 3. **TYPE OF APPLICATION:** Nonconforming Use Permit-Reestablishment
 4. **LOCATION:** 1199 7th St W, NE corner at View
 5. **PIN & LEGAL DESCRIPTION:** 112823420111; Clarkes Addition Subj To St Lots 1o 11 And Lot 12 Blk 5
 6. **PLANNING DISTRICT:** 9
 7. **ZONING CODE REFERENCE:** §62.109(e) **PRESENT ZONING:** B2
 8. **STAFF REPORT DATE:** August 22, 2012 **BY:** Mary Matze
 9. **DATE RECEIVED:** August 2, 2012 **60-DAY DEADLINE FOR ACTION:** October 1, 2012
-

- A. **PURPOSE:** Reestablishment of nonconforming use as a fast food restaurant with drive-through service
- B. **PARCEL SIZE:** Irregular parcel, 79 ft (W. 7th St) x 105 ft = 11120 sq. ft.
- C. **EXISTING LAND USE:** C-Restaurant-Fast Food
- D. **SURROUNDING LAND USE:**
 - North: Multi-family dwelling (RM2)
 - East: Restaurant / tattoo shop (B3)
 - South: Professional office (B2)
 - West: One Family Residential (R4)
- E. **ZONING CODE CITATION:** §62.109(e) lists the conditions under which the Planning Commission may grant a permit to reestablish a nonconforming use.
- F. **HISTORY/DISCUSSION:** On November 1, 1957 and April 22, 1972 the Council approved permits for use as an oil filling station (Zoning File #s 3722 and 7305). On February 3, 1978, the property was approved for use as a sandwich shop with a drive through window service.
- G. **DISTRICT COUNCIL RECOMMENDATION:** The District 9 Council recommends approval with the condition that the establishment operates during the hours of 10 am to 10 pm.
- H. **FINDINGS:**
 1. The existing building was built with a drive through window in 1978. The applicant states that the previous establishment did not use the fully functioning drive through for a number of years. Therefore, the nonconforming use of the drive-through window for a fast-food restaurant in a B2 community business district has been discontinued. The applicant proposes to re-open the drive-through window and serve customers from 10am to 3am, seven days a week.
 2. Section 62.109(e) states: *When a nonconforming use of a structure, or structure and land in combination, is discontinued or ceases to exist for a continuous period of three hundred sixty-five (365) days, the planning commission may permit the reestablishment of a nonconforming use if the commission makes the following findings:*
 - (1) *The structure, or structure and land in combination, cannot reasonably or economically be used for a conforming purpose.* This finding is met. In B2 community business districts, fast food restaurants are required to be incorporated within a multi-use center and cannot provide a drive through service. The continued use of the building as a fast-food restaurant with a drive-through window is a reasonable use of this property.
 - (2) *The proposed use is equally appropriate or more appropriate to the district than the previous nonconforming use.* This finding is met. The proposed use of the building as a fast-food restaurant with a drive-through service is equally appropriate to the previous

use as a fast-food restaurant.

- (3) *The proposed use will not be detrimental to the existing character of development in the immediate neighborhood or endanger the public health, safety, or general welfare.* This finding can be met provided that the applicant adjusts the operating hours so as not to disturb nearby residents. The proposed use of a fast-food restaurant with a drive-through service will not be detrimental to the existing character of development in the immediate neighborhood. Re-establishing the nonconforming use will put the infrastructure of the restaurant back into use with little change to the surrounding neighborhood. However, the proposed hours of operation will increase late-night traffic and noise. Provided that the hours of operation are limited, the finding is met.
- (4) *The proposed use is consistent with the comprehensive plan.* This finding is met, provided that the hours of operation are limited so as not to disturb the nearby residential areas. Section 1.7 of the Land Use chapter of the Comprehensive Plan supports "neighborhood serving commercial businesses compatible with the character of established neighborhoods."
- (5) *A notarized petition of two-thirds of the property owners within one hundred (100) feet of the property has been submitted stating their support for the use.* This finding is met. The petition was found sufficient on August 2, 2012: 12 parcels eligible; 8 parcels required; 8 parcels signed.

I. **STAFF RECOMMENDATION:** Based on the findings above, staff recommends approval of the reestablishment of nonconforming use as a fast food restaurant with a drive-through service subject to the following conditions:

- 1. Applicant must adhere to all applicable code requirements
- 2. The drive through window operates from 10 am to 10 pm



NONCONFORMING USE PERMIT APPLICATION
Department of Planning and Economic Development
Zoning Section
1400 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102-1634
(651) 266-6589

Zoning Office Use Only
File #: 12-090716
Fee: 700.00
Tentative Hearing Date: 8-2-12

PD-9

#

11282342011

APPLICANT

Name Falafel King
Address 1199 West 7th
City St Paul St. NOV Zip 55102 Daytime Phone 612-839-4264
Name of Owner (if different) Fouad Masrouieh
Contact Person (if different) Foad Phone 612-839-4264

PROPERTY LOCATION

Address/Location 1199 West 7th St
Legal Description _____
Current Zoning B2
(attach additional sheet if necessary)

TYPE OF PERMIT: Application is hereby made for a Nonconforming Use Permit under provisions of Chapter 62, Section 109 of the Zoning Code:

- The permit is for: ☐ Change from one nonconforming use to another (para. c)
☒ Re-establishment of a nonconforming use vacant for more than one year (para. e)
☐ Establishment of legal nonconforming use status for use in existence at least 10 years (para. a)
☐ Enlargement of a nonconforming use (para. d)

SUPPORTING INFORMATION: Supply the information that is applicable to your type of permit.

Present/Past Use Restaurant w Drive Thru

Proposed Use Restaurant w Drive Thru

Attach additional sheets if necessary

CK 7395
700.00

Attachments as required ☐ Site Plan ☐ Consent Petition ☐ Affidavit

Applicant's Signature [Signature] Date 7/12/11 City Agent PDD
7-13-12

Department of Planning & Economic Development
Zoning Section
Att: Patricia James
1400 City Hall Annex
25 West Fourth Street
St. Paul, MN 55102-1634
651-266-6589

7/12/12

Falafel King
Fouad Masroujeh
1199 West 7th Street
St. Paul, MN 55102
651-207-5777 Wk
612-839-4264 Cell

Re: Re-establishment of Nonconforming use permit for restaurant drive through at 1199 West 7th Street St. Paul 55102

Dear Patricia James,

I'm writing this letter in hopes that the Department of Planning & Economic Development will grant my business (Falafel King) the Re-establishment of a nonconforming use permit to my new fourth location in the beautiful city of St. Paul along the historic 7th Street corridor.

I have been in contact with all my neighbors, residential and commercial within 100 feet of our property, and they have all welcomed me with open arms. Not only have all willingly signed the "Consent of Adjoining Property Nonconforming use permit", but each and every owner, family member and employee has proudly come in and dined with us at our new property. They are all so excited that there is a new restaurant on 7th street that will be catering to them day and night. Our plan is to have our Drive Through open from 10:00am through 3:00am Monday through Sunday. We will also be serving our entire menu in our dining room throughout these hours.

It's my understanding that the previous business in this location decided not to use their working drive through for a number of years. Because of this, their nonconforming use permit expired. Our site currently has a fully functioning lighted menu sign, intercom system, drive through and service/pick up window. We will be reinstalling directional arrows and re-lining the parking lot to fully utilize the safe execution of our drive through. These plans have the full support of our neighbors and hopefully the full support of the Department of Planning & Economic Development Zoning Section.

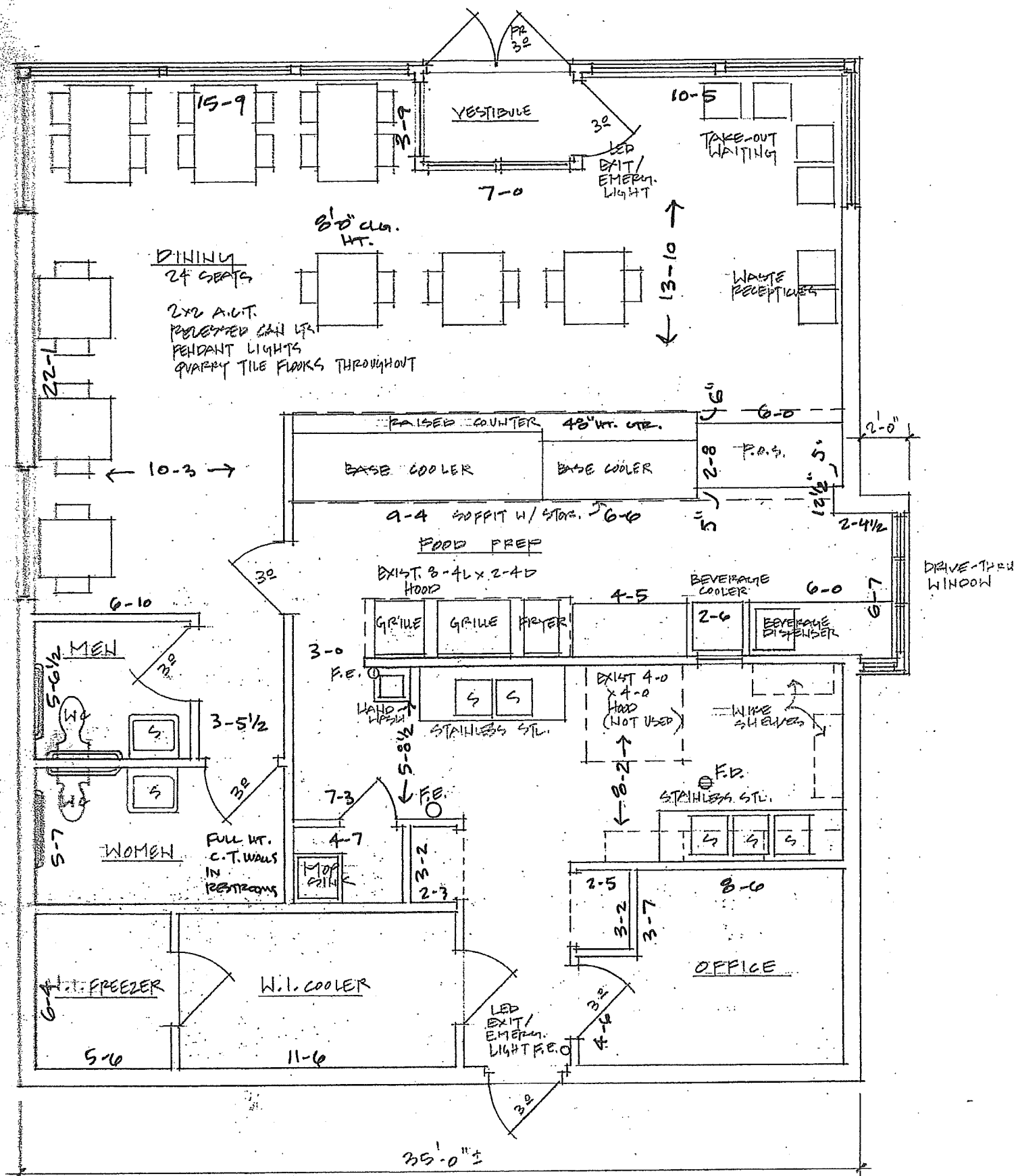
Thank you for your continued support,



Fouad Masroujeh "Falafel King"

1723 LAFOND AVENUE, SAINT PAUL, MN 55104
PHONE/FAX (651)644-0869

FIELD MEASURE 10/11/11



EXISTING Floor plan / Dimensions

3/10⁴ 0.1-0.5

U.S. & Canada

view street

GRASS

Handicap (12)

storage

Trash

BLDG.

1199 West 7th street

Drive thru.
pickup window

49'-4" ±

35'-0" ±

parking

10

9

8

7

6

5

4

3

2

1

side walk

side walk

side walk

West 7th street

ZONING INDEX

1199 W. Seventh St.
Street

N.E. cor. View and 7th
Location

- SCU - Special Condition Use
- DSU - Determination of Similar Use
- REZ - Rezoning
- CNU - Change In Nonconforming Use
- VAR - Variance
- AR - Administrative Review
- SPR - Site Plan Review

Legal	Applicant	Type	ZF #	Action	Date
Lots 10, 11, & 12, Block 5, Clarke's Addition	Clark's Submarie Sandwich Corp.	SPR	80	Approved	2-3-78

BOARD OF ZONING
INDEX CARD

SEVENTH STREET - WEST

Street Northeast corner at View

Location
& Legal

Lots 10, 11 and 12, Block
5, Clark's Addition

Same as above

Applicant
& Use

Anderson Pichard Oil
Filling Station

McKee Oil Company
Remodel filling station

*CL

P

ZF

3722

Council
Action

Granted #185036

Date

11-1-57

Granted #258160

4-22-72

*Key: AM - Amendment; AP - Appeal; P - Permit

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:





A copy of the application of Fala Fe King
(name of applicant)

to establish a DRIVE THRU
(proposed use)

located at 1199 West 7th St Paul MN 55102
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
1200 W 7TH	CHARLES F BROST		5/15/12
1174 W 7th	Stanley Willett		5/16/12
1209 W 7th	Corporate - Steve May	Max Aleant	6/6/12
1173-75 W 7th	PATRICK DODDGE	P. Dodds	7/11/12
788 Watson Ave	Michelle Kevin Dwyer		7/11/12
184-5136 1189-1186 W 7th	Nick Lewandowski		7/11/12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

RECEIVED

AUG 02 2012

CITY OF SAINT PAUL

Per _____

**CONSENT OF ADJOINING PROPERTY OWNERS FOR A
NONCONFORMING USE PERMIT**

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:


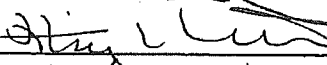


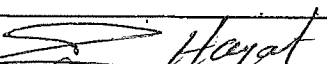

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✓ ④	1173-75 W 7th	PATRICK DODDGE	P. Dodds	7/11/12
6/12- 384-5136 ✓ ⑤	788 Watson Ave	Michelle Kevin Ayotte		7/11/12
⑥	1184-1186 W 7th	NICK LEWANDOWSKI		7/11/12
⑦	787 Watson			
⑧	1199 West 7th	Kristo Hayat		7-31-12
⑨	1209 West 7th St.	North Star Bank	Paul J. S. Vice President	7-31-12
⑩	550 View St	Lori Stetten and Paul Zenner		8-2-12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

CITY OF SAINT PAUL

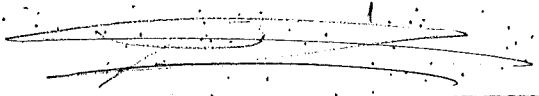
AFFIDAVIT OF PETITIONER FOR A CONDITIONAL USE PERMIT OR A NONCONFORMING USE PERMIT

STATE OF MINNESOTA)

SS

COUNTY OF RAMSEY)

The petitioner, Fouad Masrouh, being first duly sworn, deposes and states that the consent petitioner is informed and believes the parties described on the consent petition are owners of the parcels of real estate described immediately before each name; each of the parties described on the consent petition is an owner of property within 100 feet of the subject property described in the petition; the consent petition contains signatures of owners of at least two-thirds (2/3) of all eligible properties within 100 feet of the subject property described in the petition; and the consent petition was signed by each said owner and the signatures are the true and correct signatures of each and all of the parties so described.



NAME

1199 West 7th

ADDRESS

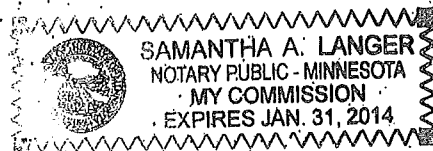
612-839-4264

TELEPHONE NUMBER

Subscribed and sworn to before me this

6 day of Aug, 2012

Samantha Langer
NOTARY PUBLIC



CITY OF SAINT PAUL

AFFIDAVIT OF PETITIONER FOR A CONDITIONAL USE PERMIT OR A NONCONFORMING USE PERMIT

STATE OF MINNESOTA)

:SS

COUNTY OF RAMSEY)

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[Signature]

NAME

1199 West 7th

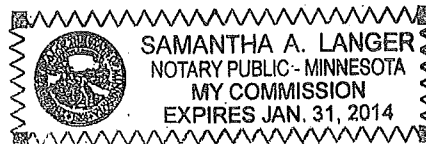
ADDRESS

612 834 4264

TELEPHONE NUMBER

Subscribed and sworn to before me this

12 day of July, 2012



Samantha Langer
NOTARY PUBLIC

ZONING PETITION SUFFICIENCY CHECK SHEET

REZONING

SCUP

NCUP

FIRST SUBMITTED

RESUBMITTED

DATE PETITION SUBMITTED: 7/17/12

DATE PETITION RESUBMITTED: 8-2-12

DATE OFFICIALLY RECEIVED: _____

DATE OFFICIALLY RECEIVED: 8-2-12

PARCELS ELIGIBLE: 12

PARCELS ELIGIBLE: 12

PARCELS REQUIRED: 8

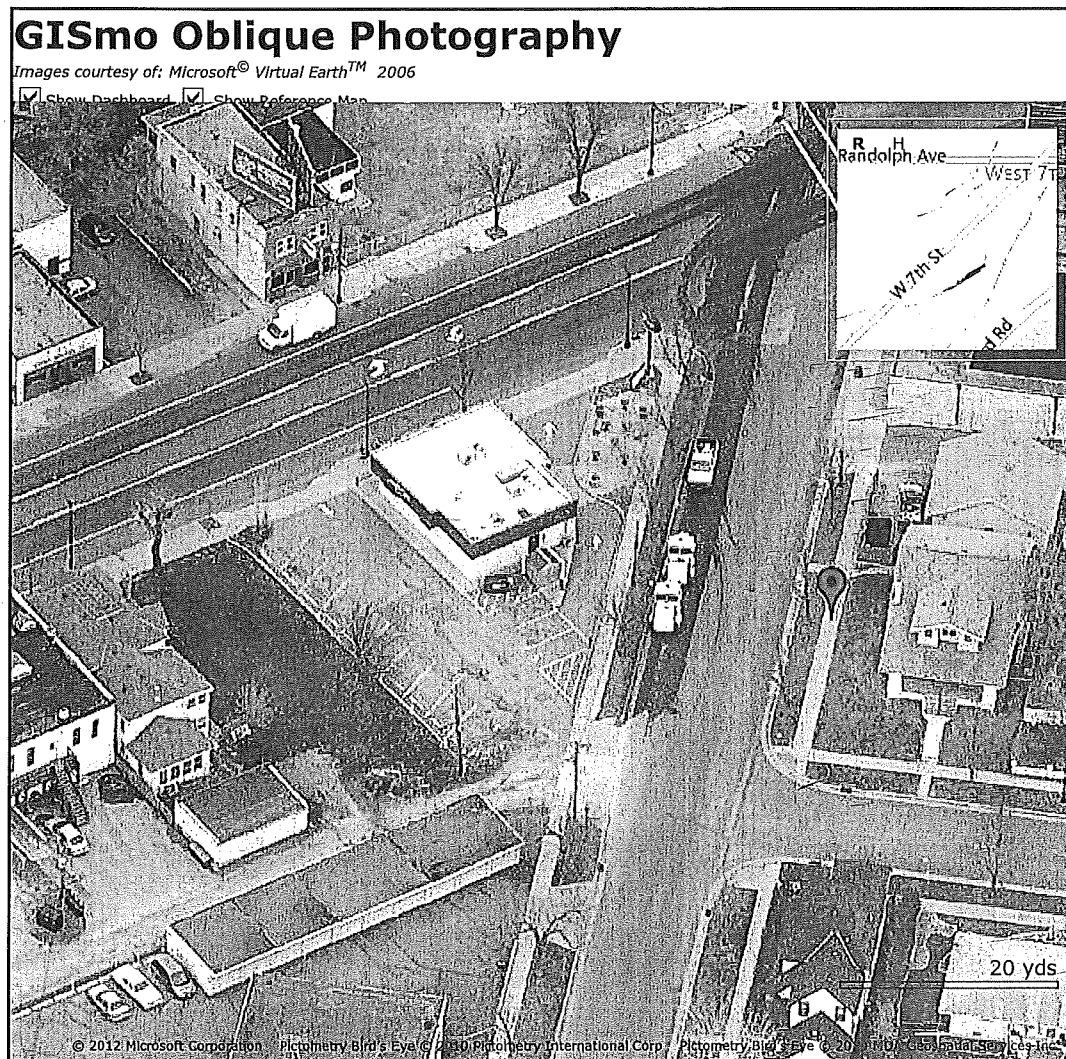
PARCELS REQUIRED: 8

PARCELS SIGNED: 2

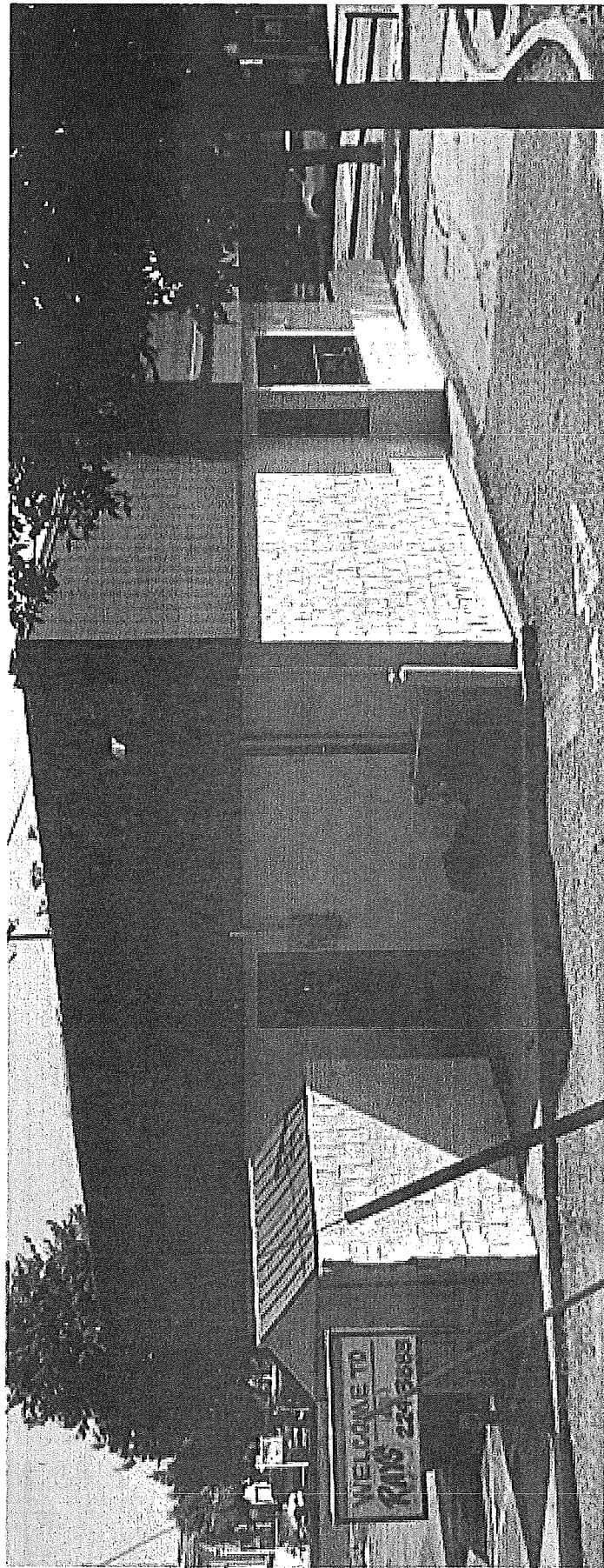
PARCELS SIGNED: 8

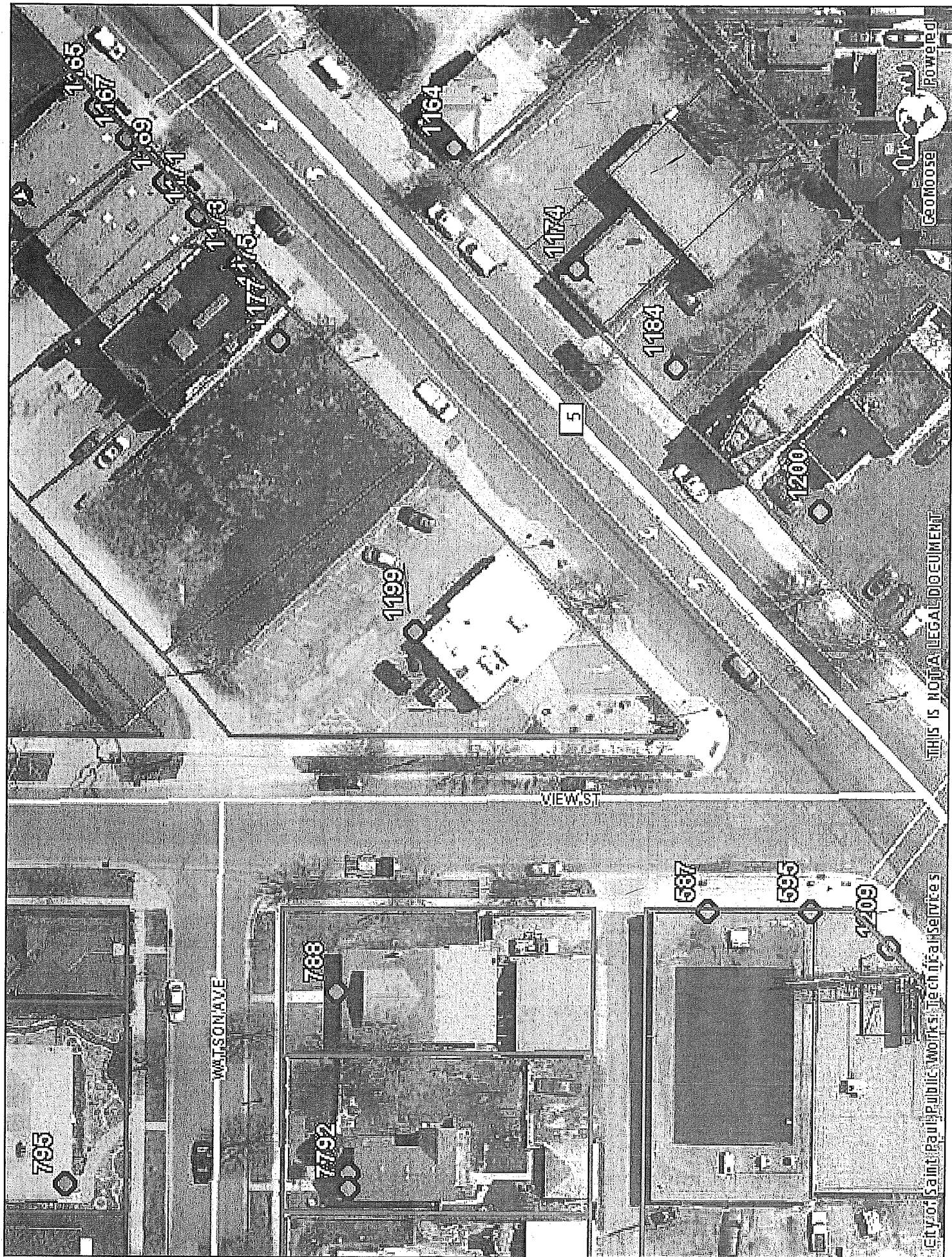
CHECKED BY: Paul Dubruel

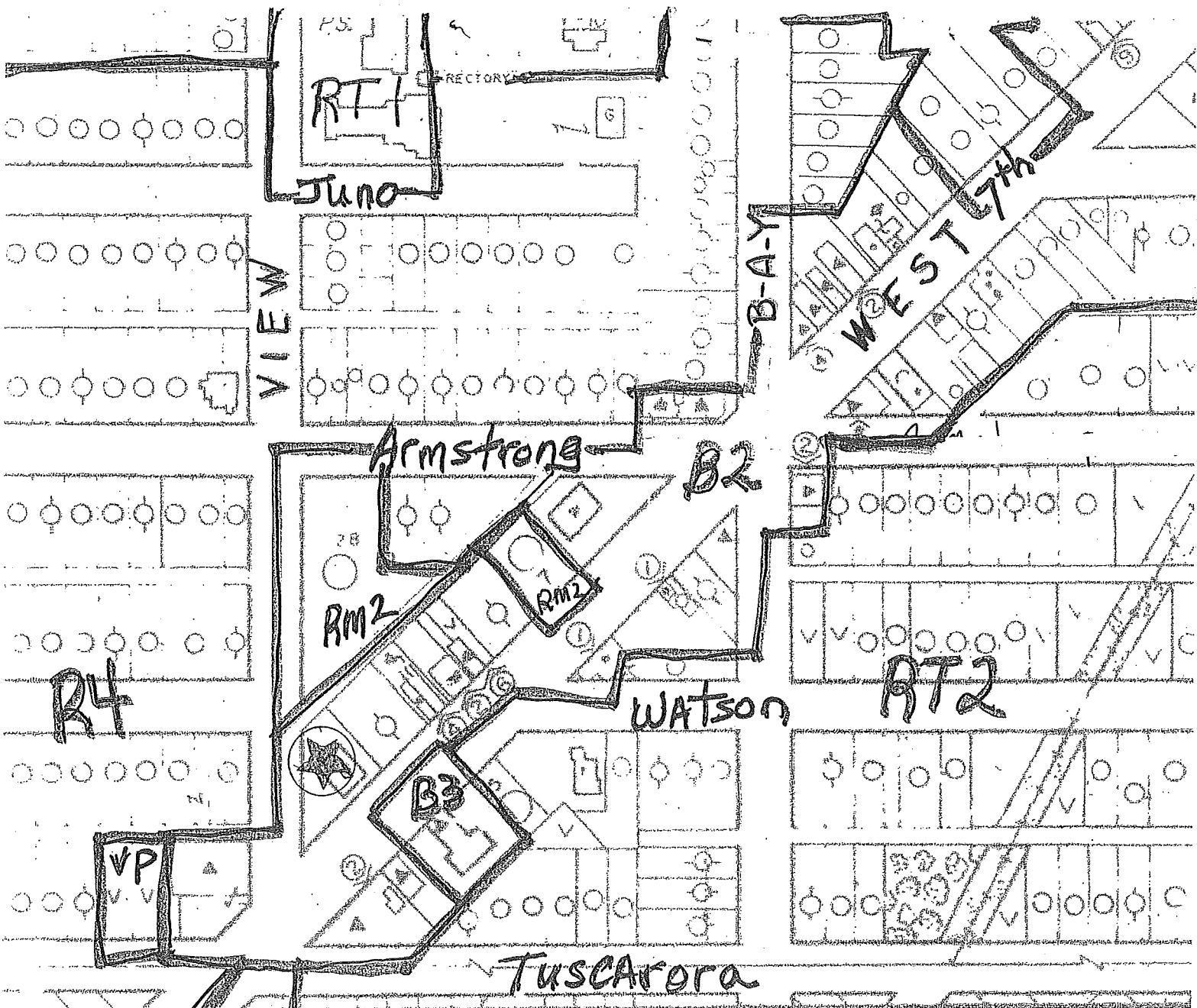
DATE: 8-2-12











PLANNING BOARD OF SAINT PAUL

APPLICANT Falafel King
 PURPOSE Conditional USE
 FILE # 12-090-716 DATE 8-6-12
 PLNG. DIST. 9 Land Use Map # 27
 Zoning Map # 21

LEGEND

zoning district boundary
 subject property

one family
 two family
 multiple family

commercial
 industrial
 vacant



SCALE 1" = 400'

ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** Stephen Nelson
 2. **APPLICANT:** Stephen Nelson
 3. **TYPE OF APPLICATION:** NUP - Establishment
 4. **LOCATION:** 19 Milton St S, between Summit and Grand
 5. **PIN & LEGAL DESCRIPTION:** 022823310063, Summit Park Addition Tost Pa Ex W 5 Ft The S 95 Ft Of Lot 1 Blk 27
 6. **PLANNING DISTRICT:** 16
 7. **ZONING CODE REFERENCE:** Sec. 62.109(a)
 8. **STAFF REPORT DATE:**
 9. **DATE RECEIVED:** August 2, 2012
- FILE #** 12-091-512
HEARING DATE: August 30, 2012
PRESENT ZONING: R2
BY: Josh Williams
- 60-DAY DEADLINE FOR ACTION:** October 1, 2012
-

- A. **PURPOSE:** Establishment of legal nonconforming use status as a duplex
- B. **PARCEL SIZE:** 5225 sq. ft.
- C. **EXISTING LAND USE:** R-Duplex
- D. **SURROUNDING LAND USE:**
 - North: Residential (R2)
 - South: Alley, gas station (B2)
 - East: Church, parking lot (R2), retail (B2)
 - West: Residential (R2)
- E. **ZONING CODE CITATION:** §62.109(a) lists the conditions under which the Planning Commission may grant a permit to establish legal nonconforming use status.
- F. **HISTORY/DISCUSSION:** There is no prior zoning history for the subject property.
- G. **DISTRICT COUNCIL RECOMMENDATION:** The District 16 Council had not made a recommendation as of the writing of this report.
- H. **FINDINGS:**
 1. The applicant is seeking to establish an existing duplex as a legal nonconforming use. Duplexes are first allowed in the RT2 two-family residential district; the subject property is located in the R2 one-family residential district. The applicant has supplied documentation demonstrating that the structure was converted from a single family home to a duplex in 1994 and has been in use as a duplex since that time. The subject lot does not meet lot minimum size dimensional standards for the R2 zoning district.
 2. Section 62.109(a) of the zoning code provides that the Planning Commission may grant legal nonconforming use status to use of structures if the commission makes eight findings. The findings and the applicant's ability to meet them are as follows:
 - (1) *The use occurs entirely within an existing structure.* This finding is met. The use is by definition within the existing structure.
 - (2) *The use or use of similar intensity permitted in the same clause of the zoning code or in a more restrictive zoning district has been existence continuously for a period of at least ten years prior to the date of the application.* This finding is met. The applicant has submitted a list of tenants occupying the lower unit (Unit 1) from January 1, 2000 through the present, and has provided documentation in the form of signed lease agreements. The applicant has also provided evidence that he occupied the upper unit (Unit 2) until July 2009, and that Unit 2 has subsequently been occupied by rental tenants.
 - (3) *The off-street parking is adequate to serve the use.* This finding is met. Section 63.207 of the Saint Paul Zoning Code requires that dwelling units located in one- or two-family structure provide 1.5 off-street parking spaces per unit. The subject property provides two off-street spaces in the paved area of the side yard to the south of the structure, and an additional space in the attached garage.

- (4) *Hardship would result if the use were discontinued.* This finding is met. The property provides reasonably priced, convenient housing for students of nearby William Mitchell College of Law. Discontinuation of the use would dislocate current tenants.
- (5) *Rezoning the property would result in "spot" zoning or a zoning inappropriate to surrounding land uses.* This finding is met. Duplexes are first allowed in the RT2 two-family residential district. The property is completely surrounded by R2 and B2 districts, and no RT2 districts are in the surrounding area.
- (6) *The use will not be detrimental to the existing character of development in the immediate neighborhood or endanger the public health, safety, or general welfare.* This finding is met. While some additions to the structure have been made, the structure has stood on the lot since 1939. The surrounding area is a mix of institutional, residential and commercial uses, with all of which the proposed use is consistent. The proposed use will not be detrimental to the existing character of the neighborhood, nor endanger the public health, safety, or general welfare.
- (7) *The use is consistent with the comprehensive plan.* This finding is met. The subject property is located near the intersection of an established neighborhood, a residential corridor, and a mixed use corridor as identified in figure LU-B of the Land Use chapter of the Comprehensive Plan. The density of housing represented by the proposed use—which provides for affordable rental housing in an affluent area—is generally consistent with the range of housing densities called for in these generalized land use areas. The proposed use is also consistent with strategy H1.1 from the Housing chapter of the Comprehensive Plan, which calls for the city to *increase housing choices across the city to support economically diverse neighborhoods* by providing for "a mix of rental and ownership units, a range of housing types, and diversity of income levels."
- (8) *A notarized petition of two-thirds of the property owners within one hundred (100) feet the property has been submitted stating their support for the use.* This finding is met. The petition was found sufficient on August 8, 2012: 8 parcels eligible; 6 parcels required; 6 parcels signed.

I. **STAFF RECOMMENDATION:** Based on the above findings, staff recommends approval of the application for establishment of legal nonconforming use as a duplex.



NONCONFORMING USE PERMIT APPLICATION
 Department of Planning and Economic Development
 Zoning Section
 1400 City Hall Annex
 25 West Fourth Street
 Saint Paul, MN 55102-1634
 (651) 266-6589

Zoning Office Use Only	
File #:	12-091512
Fee:	700.00
Tentative Hearing Date:	8-30-12

PD-16

022823 310063

APPLICANT

Name	STEPHEN R. NELSON		
Address	19 MILTON ST. SOUTH		
City	ST. PAUL ST. MN.	Zip	55105
Daytime Phone	651-290-0156		
Name of Owner (if different)			
Contact Person (if different)			Phone

PROPERTY LOCATION

Address/Location	19 MILTON ST. SOUTH		
Legal Description	ID 022823310063		
Ex W 5 FT of the S 95 FT of Lot 1	Current Zoning	R2	
(attach additional sheet if necessary) Block 27			

TYPE OF PERMIT: Application is hereby made for a Nonconforming Use Permit under provisions of Chapter 62, Section 109 of the Zoning Code:

- The permit is for:
- ☐ Change from one nonconforming use to another (para. c)
 - ☐ Re-establishment of a nonconforming use vacant for more than one year (para. e)
 - ☒ Establishment of legal nonconforming use status for use in existence at least 10 years (para. a)
 - ☐ Enlargement of a nonconforming use (para. d)

SUPPORTING INFORMATION: Supply the information that is applicable to your type of permit.

Present/Past Use DUPLEX / SINGLE FAMILY

Proposed Use DUPLEX

Attach additional sheets if necessary

CK 4473
700.00

Attachments as required ☒ Site Plan ☒ Consent Petition ☒ Affidavit

Applicant's Signature [Signature] Date 8/2/12 City Agent [Signature]

August 22, 2012

I, Stephen R. Nelson own the house at 19 Milton St., St. Paul, MN. I have lived in the house, (in the upstairs Apt.) from the time I bought the house in March of 1989 till Aug. 1, 2009. My tenants Bonnie Claxton and David Jones moved in on Aug. 1, 2009 and still live there till now.

My neighbors Nina and Mark Peschel at 922 Summit (651-224-7859) have known me from the first day I moved in. They can verify that I lived in the upstairs Apt. till Aug. 1, 2009.

Also, Anne Cain-Nielsen was a renter in Apt. 1 (1st Floor) on Aug. 1, 2009 when Bonnie and David moved in. Her no. is 612-840-5329. She knows that I lived upstairs till Bonnie and David moved in and can verify that.

By the summer of 1994 I had sealed off the first floor from the second floor. I built a roof dormer and added outside stairs to the upstairs Apt. My renter Terrence Kayse started renting Apt. 1 (1st Floor) in Nov. 1991. His

August 22, 2012

phone no. is 651 - 647 - 6078. HE remembers that I had A SEPARATE ENTRANCE by Aug. of 1994. OVER the NEXT 14 years I HAVE changed the house into what it is today, A duplex.

* Everything is true

State of Minnesota)
County of Ramsey)

Subscribed and sworn to before
this 22nd day of August, 2012

Jennifer L Fink
Notary Public

Thank You
STEPHEN R. NELSON
Stephen R. Nelson



LEASES for Apt. 1 (First Floor) 19 Milton St.

(Unit 1)

JAN. 1, 2000
to MAY 31, 2001

Erik Walseth
Josh Schwab

JUNE 1, 2001
to MAY 31, 2002

JAMISON KONTAR
KATIE KIPKA

JUNE 1, 2002
to MAY 31, 2004

STEPHANIE FOX
MOLLY FOX

open 1 month

JULY 1, 2004
to SEPT. 30, 2006

DAN HAAS

OPEN 2 WEEKS

MOVED IN OCT. 14, 2006
to MARCH 31, 2007

FRANK GALA'NENA

April 1, 2007
to MAY 31, 2009

ANN MOONEY

JUNE 1, 2009
to JUNE 30, 2010

STEPHANIE JOHNSON
ANNE CAIN - NIELSEN

JULY 1, 2010
to JUNE 30, 2011

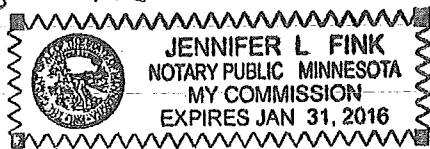
RACHEL KOWANSKI
ANNE CAIN - NIELSEN

JULY 1, 2011
to JULY 31, 2012

MICHAEL MURPHY
JEFF HOLTH

AUG. 1, 2012
to NOW

NEHA CLOETER
JEFF HOLTH
STEPHEN R. NELSON



Thank you

State of Minnesota
County of Ramsey

Before me appeared Stephen R. Nelson
Subscribed and sworn to before
me this 22nd day of August, 2012

August 22, 2012

* THESE DATES ARE CORRECT AND TRUE

Jeff Fink
Notary Public



Change-Of-Address Confirmation

6060 PRIMACY PKWY STE 101
MEMPHIS TN 38188-3333

ELECTRONIC SERVICE REQUESTED

m. | town
post

JUL 22, 2009

715-825-
2243

This letter is to confirm that the US Postal Service has received the following TEMPORARY Change-of-Address Order from you. We will begin forwarding your mail to your NEW address on the START DATE you provided, JUL 25, 2009, and discontinue forwarding on OCT 31, 2009.

Mail will be forwarded to the new address for
THE FOLLOWING INDIVIDUAL ONLY:

NEW ADDRESS

STEPHEN R NELSON

*** AUTO

OLD ADDRESS

STEPHEN R NELSON
19 MILTON ST S
SAINT PAUL MN 55105-3025



STEPHEN R NELSON
4944 207TH ST N
FOREST LAKE MN 55025-8071

E/Way
5/20/09
699-2762

1-800-275-8777

It is important for you to examine the above OLD and NEW address information. If any of the information is NOT correct or if you did NOT authorize this Change-of-Address Order, please call 1-800-ASK-USPS (1-800-275-8777) immediately.

Common Questions and Answers About Moving

Q. What should I do if I am not yet receiving mail at my new address?

A. If it is more than ten days after the start date of your move and no mail has arrived, call 1-800-ASK-USPS (1-800-275-8777).

Q. Are Postal Service regulations for temporary address changes different than permanent address changes?

A. Yes. Pay special attention to your magazine and newspaper subscriptions. The Postal Service will forward these items for only 60 days. After that, if you have not notified your publisher, you will stop receiving magazines and newspapers until your Change-of-Address Order expires. Also, pay special attention to financial institutions. They often request that their mail not be forwarded. You should notify all your mailers of your temporary address and the time period during which it should be used.

Q. How should I let my friends, family members, magazine publishers, and business correspondents know my new address?

A. Usually, magazines and business correspondence contain cards or instructions to inform them of your new address and the date you will be moving. In addition, your local post office can supply you, free of charge, with postcards that you can use as a convenient way to notify anyone of your new address and the date of your move.

Thank you for using the US Postal Service and for giving us the opportunity to serve you. For more information, visit www.usps.com/moversguide, the official US Postal Service Website for moving customers.

Hardship

If I'm not granted a legal nonconforming use permit, it would cause me and my renters great hardship.

I would have to spend at least \$2000 to \$3000 dollars to turn the duplex back into a single family home. I would lose \$1700.00 dollars a month in rental income till the conversion was completed. After that I would lose \$500 dollars a month, which is the difference between 2 rents (\$1700) and 1 house rent of \$1200 dollars. Over the next year, I would lose about \$9700.00 dollars.

My great renters, which most go to William Mitchell School of Law, would have their lives uprooted. They are such good young people that it would make me very sad to give them notice to move. They love living at 19 Milton.

I sincerely hope and pray that you grant me a nonconforming use permit.

Thank you so much

Shirley R. No

8/2/2012

**PRO FORMA INFORMATION SHEET
FOR DUPLEX AND TRIPLEX CONVERSION CASES
Addition of Units to Structure**

Required information	Prior to/Without Additional Units in Structure (1)	After Addition of Units to Structure (2)
Income		
Total monthly rent income for all units	0	\$1,700
Monthly income from structure other than rent	0	0
Existing vacancy (if any)	0	0
Effective gross income (EGI) / month ¹	\$ 0 -	\$ 1,700 -
Effective Gross Income / year	\$ 0 -	\$ 20,400 -
Operating Expenses (Annual) ²	\$ 7932 -	\$ 7932 -
Maintenance	\$ 500	\$ 500
Insurance	\$ 1099	\$ 1099
Utilities (only include amount paid by landlord)	\$ 2147	\$ 2147
Other (identify) <i>Trash</i>	\$ 368	\$ 368
Taxes	\$ 3,818	\$ 3,818
Net Operating Income (Annual) ³	\$ -(7932) -	\$ 12,468 -
Monthly debt / mortgage payment	0	0
Annual debt payment	\$ 0 -	\$ 0 -
Rehab projects		
Total cost of improvements	\$ 30,465	\$ 30,465
Monthly rehab debt payment	\$ 900	\$ 900
Annual rehab debt payment	\$ 10,800 -	\$ 10,800 -
Cash Flow: profit, (loss) ⁴	\$ -(18,732) -	\$ 1668 -

NOTE: 1. Effective Gross Income = (Total rent income) - (Vacancy, if there is any)

2. Operating expenses are the sum of the next five lines, incl maintenance, insurance, utilities, taxes and others

3. Net Operating Income = (Effective Gross Income) - (Operating Expenses)

4. Cash Flow = (Net Operating Income) - (Annual debt payment)

①

**SUMMARY INFORMATION SHEET
FOR DUPLEX AND TRIPLEX COVERSION CASES**

Housing unit breakdown:	Existing	Proposed
Number of units	2	2
Number of bedrooms in each unit		
Unit 1	2	2
Unit 2	1	1
Unit 3		
Size of each unit in square feet		
Unit 1 - Finished	1,084	1084
Unit 2 - Finished	542	542
UNIT 3 - Also 3 season porch	180	180
Debt:		
Initial principal amount 1989	69,000	
Initial interest rate	7%?	
Term of mortgage/debt financing	30 yr.	
Time remaining on note	0	
Balance on existing debt	0	
Rehabilitation		
Type of improvements:		
Unit 1 - page 2		
Unit 2 - page 3		
House (in general) page 4		

LEASES

APARTMENT 1 LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to JEFF HOLTH AND NETHA CLOETER, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of August, 2012, and ending on the 31st day of JULY, 2013 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **TERMINATION OF LEASE:** Thirty (30) day written notice by either party. Example – notice given say September 22nd, last month would run October 1st to October 31st.

3. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of NINE HUNDRED dollars (\$ 900.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

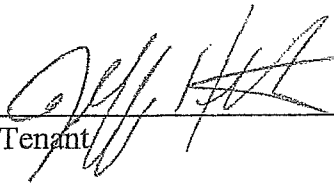
4. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of NINE HUNDRED dollars (\$ 900.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

5. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

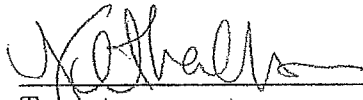
6. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons JEFF HOLTH AND NETHA CLOETER
and that the leased premises shall be used only for residential purposes.

7. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of time as to the right of entry; if not, landlord has the right of entry

STEPHEN R. NELSON



Tenant



Tenant

By: 

19 South Milton Street
St. Paul, MN 55105

80728767.1

APARTMENT 1 LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to Jeff Holth AND Michael Murphy, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of July, 2011, and ending on the 30th day of JUNE, 2012 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **TERMINATION OF LEASE:** Thirty (30) day written notice by either party. Example – notice given say September 22nd, last month would run October 1st to October 31st.

3. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of NINE HUNDRED dollars (\$ 900.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

4. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of NINE HUNDRED dollars (\$ 900.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

5. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

6. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons Jeff Holth AND Michael Murphy
and that the leased premises shall be used only for residential purposes.

7. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of time as to the right of entry; if not, landlord has the right of entry

Tenant

Jeff Hart

Tenant

Hint Thompson

STEPHEN R. NELSON

By:

Stephen R. Nelson

19 South Milton Street
St. Paul, MN 55105

80728767.1

APARTMENT 1 LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to ANNECAIN-NIELSEN AND RACHEL KOWARSKI, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of July, 2010, and ending on the 30th day of JUNE, 2011 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **TERMINATION OF LEASE:** Thirty (30) day written notice by either party. Example – notice given say September 22nd, last month would run October 1st to October 31st.


3. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of NINE HUNDRED dollars (\$ 900.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

4. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of NINE HUNDRED dollars (\$ 900.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.


5. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

6. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons ANNECAIN-NIELSEN AND RACHEL KOWARSKI and that the leased premises shall be used only for residential purposes.

7. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of time as to the right of entry; if not, landlord has the right of entry

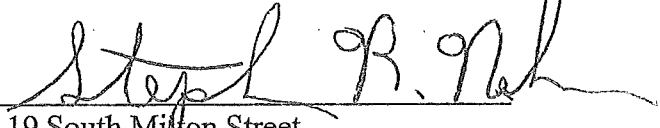


Tenant



Tenant

STEPHEN R. NELSON

By: 

19 South Milton Street
St. Paul, MN 55105

80728767.1

Unit 2

APARTMENT 2 LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to Bonnie Clayton + David Jones, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 2 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of _____ months, beginning on the first day of August, 2009, and ending on the 31 day of July, 2010 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial _____ month period. Said renewal period shall be for the following _____ month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **TERMINATION OF LEASE:** Thirty (30) day written notice by either party. Example - notice given say September 22nd, last month would run October 1st to October 31st.

3. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of eight hundred dollars (\$ 800) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

4. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of seven hundred fifty dollars (\$ 750.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

5. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

6. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons Bonnie Clayton + David Jones

and that the leased premises shall be used only for residential purposes.

7. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of time as to the right of entry; if not, landlord has the right of entry

Bonnie Carlson
Tenant

Dal
Tenant

STEPHEN R. NELSON

By: Stephen R. Nelson
19 South Milton Street
St. Paul, MN 55105

80704209.1

APARTMENT 1 LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to STEPHANIE A. JOHNSON AND ANN CAIN - NIELSEN, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of JUNE, 2009, and ending on the 31st day of MAY, 2010 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **TERMINATION OF LEASE:** Thirty (30) day written notice by either party. Example - notice given say September 22nd, last month would run October 1st to October 31st.

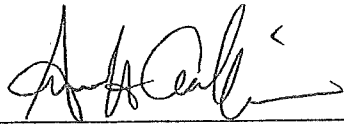
3. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of NINE HUNDRED dollars (\$ 900.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

4. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of NINE HUNDRED dollars (\$ 900.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

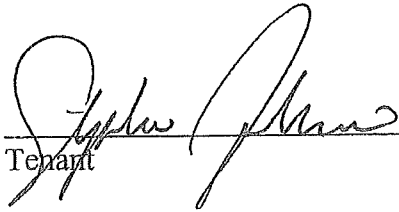
5. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

6. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons STEPHANIE A. JOHNSON AND ANN CAIN - NIELSEN and that the leased premises shall be used only for residential purposes.

7. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of time as to the right of entry; if not, landlord has the right of entry

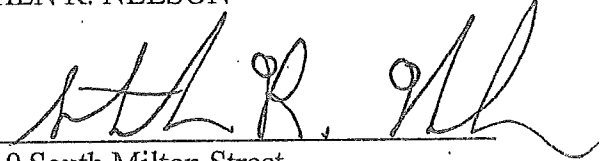


Tenant



Tenant

STEPHEN R. NELSON

By: 

19 South Milton Street
St. Paul, MN 55105

80728767.1

ORIGINAL

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to ANN M. MOONEY, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 14 months, beginning on the first day of April, 2007, and ending on the 31 day of May, 2008 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 14 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 14 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **TERMINATION OF LEASE:** Thirty (30) day written notice by either party. Example – notice given say September 22nd, last month would run October 1st to October 31st.

3. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight hundred and fifty dollars (\$ 850.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

4. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of Eight Hundred and fifty dollars (\$ 850.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

5. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

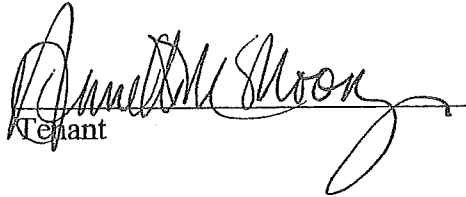
The seven day Thermostat Program is set for heat and air conditioning. It can't be changed or altered without permission from landlord.

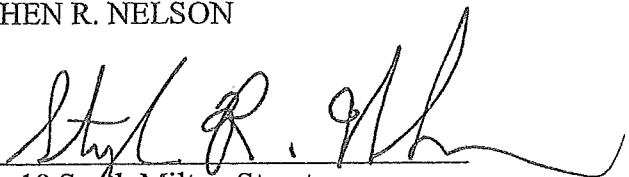
6. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons ANN M. MOONEY and that the leased premises shall be used only for residential purposes.

7. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of

Dated this 4th day of March, 2007.

STEPHEN R. NELSON


Tenant

By: 
19 South Milton Street
St. Paul, MN 55105

Tenant

ORIGINAL

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to FRANK GALAINENA, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 7 months, beginning on the first day of Nov. 1, 2006, and ending on the 31 day of May, 2007 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 7 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 7 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **TERMINATION OF LEASE:** Thirty (30) day written notice by either party. Example – notice given say September 22nd, last month would run October 1st to October 31st.

3. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight Hundred Fifty dollars (\$ 850) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

4. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of \$425 Oct. 10, 2006 AND \$425 ON Feb 1, 2007 dollars (\$ 850), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

5. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

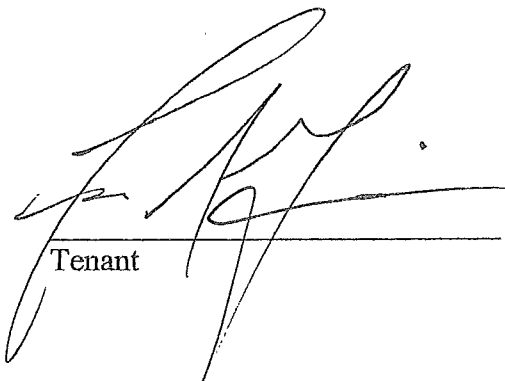
The seven day Thermostat Program is set for heat and air conditioning. It can't be changed or altered without permission from landlord.

6. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons FRANK GALAINENA

and that the leased premises shall be used only for residential purposes.

7. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of

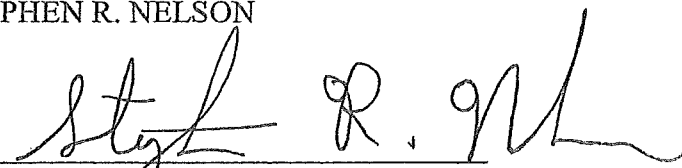
Dated this 10th day of October, 2006.



Tenant

Tenant

STEPHEN R. NELSON

By: 
19 South Milton Street
St. Paul, MN 55105

Year 3

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to DAN HAAS, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of July, 2006, and ending on the 30th day of JUNE, 2007 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight Hundred + Fifty dollars (\$ 850.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

3. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of on Depos. + from the 1st. Lease dollars (\$ 250.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement. SRN
D/A

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

The seven day Thermostat Program is set for heat and air conditioning. It can't be changed or altered without permission from landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons DAN HAAS and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of time as to the right of entry; if not, landlord has the right of entry

Dated this 1st day of may, 2006.

STEPHEN R. NELSON

X Dan Haas
Tenant

By: Stephen R. Nelson
19 South Milton Street
St. Paul, MN 55105

Tenant

SRN
Extra Section - Dan Haas will have
DH free trash service,
cable service and 1
off street parking spot

APARTMENT LEASE AGREEMENT

Year 2

Stephen R. Nelson, referred to herein as landlord, hereby leases to DAN HAAS, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of July, 2005, and ending on the 30th day of JUNE, 2006 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord thirty (30) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a thirty (30) day written notice provision to terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight Hundred + Fifty dollars (\$ 850.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

3. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of on Depos. + from 1st lease dollars (\$ (250)), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement. SRN

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

The seven day Thermostat Program is set for heat and air conditioning. It can't be changed or altered without permission from landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons DAN HAAS

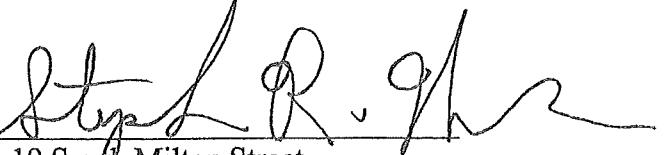
and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within thirty (30) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of time as to the right of entry; if not, landlord has the right of entry

Dated this 17 day of JUNE, 2005.

STEPHEN R. NELSON

By:



19 South Milton Street
St. Paul, MN 55105

Tenant

Tenant

SRN Extra SECTION

- Own HOURS will have
FREE trash service and
cable service and 1
off street parking spot.

APARTMENT LEASE AGREEMENT

Year 1

Stephen R. Nelson, referred to herein as landlord, hereby leases to DAN HAAS, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of July, 2004, and ending on the 30th day of JUNE, 2005 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord sixty (60) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a sixty (60) day written notice provision to terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight Hundred Fifty dollars (\$ 850.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

3. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of Two Hundred and Fifty dollars (\$ 250.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

The seven day Thermostat Program is set for heat and air conditioning. It can't be changed or altered without permission from landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons DAN HAAS

and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new

ANY CHECKS RECEIVED AFTER THE THIRD (3RD) OF THE MONTH WILL BE CHARGED a \$15.00 LATE FEE. There will be a \$20.00 charge for non-sufficient funds checks. If these charges do not accompany the rent check they may, at the Lessor's option, be deducted from the security deposit.

Dated this 22 day of may, 2004.

STEPHEN R. NELSON

Dan Haas
Tenant

By: Steph R. Nelson
19 South Milton Street
St. Paul, MN 55105

Tenant

SR² Extra Section - The tenant will also
receive free trash, cable
service for T.V. and 1
off-street parking spot.

(DIT)

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to Molly AND STEPHANIE FOX, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of JUNE, 2003, and ending on the 31 day of MAY, 2004 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord sixty (60) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a sixty (60) day written notice provision to terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight Hundred & Fifty dollars (\$ 850.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

3. ^{SRN} **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of Already on deposit dollars (\$), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement. from First Lease.

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

The seven day Thermostat Program is set for heat and air conditioning. It can't be changed or altered without permission from landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons Molly FOX AND STEPHANIE FOX

and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new

ANY CHECKS RECEIVED AFTER THE THIRD (3RD) OF THE MONTH WILL BE CHARGED a \$15.00 LATE FEE. There will be a \$20.00 charge for non-sufficient funds checks. If these charges do not accompany the rent check they may, at the Lessor's option, be deducted from the security deposit.

Dated this 1 day of May, 2003.

STEPHEN R. NELSON

Mellie J. J.
Tenant

St. Maurice J.
Tenant

By:

Stephen R. Nelson

19 South Milton Street
St. Paul, MN 55105

ORIGINAL

Unit 1

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to STEPHANIE and Molly Fox, referred to herein as tenant, who hereby leases from landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of JUNE, 2002, and ending on the 31 st day of MAY, 2003 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord sixty (60) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a sixty (60) day written notice provision to terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight Hundred & Fifty dollars (\$ 850.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

3. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of FIVE HUNDRED dollars (\$ 500.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons STEPHANIE FOX AND Molly FOX

and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within sixty (60) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of

ANY CHECKS RECEIVED AFTER THE THIRD (3RD) OF THE MONTH WILL BE CHARGED a \$15.00 LATE FEE. There will be a \$20.00 charge for non-sufficient funds checks. If these charges do not accompany the rent check they may, at the Lessor's option, be deducted from the security deposit.

Dated this 9th day of April, 2002.

STEPHEN R. NELSON

Molly Fox
Tenant

By: Stephen R. Nelson
19 South Milton Street
St. Paul, MN 55105

Stephanie Fox
Tenant

ORIGINAL

Unit 1

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to Jamison Kortas
Katie Kipka, referred to herein as tenant, who hereby leases from
landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton
Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of
JUNE, 2001, and ending on the 31 day of may, 2002
on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord sixty (60) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a sixty (60) day written notice provision to terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight Hundred & Fifty dollars (\$ 850.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

3. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of 5 Hundred dollars (\$ 500.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons Jamison Kortas and Katie Kipka


and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within sixty (60) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of

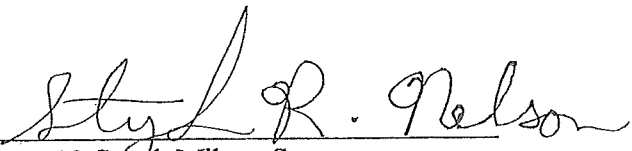
ANY CHECKS RECEIVED AFTER THE THIRD (3RD) OF THE MONTH WILL BE CHARGED a \$15.00 LATE FEE. There will be a \$20.00 charge for non-sufficient funds checks. If these charges do not accompany the rent check they may, at the Lessor's option, be deducted from the security deposit.

Dated this 9 day of April, 2001.

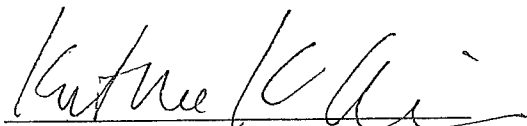
STEPHEN R. NELSON



Tenant

By: 

19 South Milton Street
St. Paul, MN 55105



Tenant

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to Erik B. Walseth
Josh Schwab, referred to herein as tenant, who hereby leases from
 landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton
 Street, St. Paul, Minnesota, for a tenancy for a period of 6 months, beginning on the first day of
JANUARY, 2001, and ending on the 30th day of JUNE, 2001
 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial ~~12~~⁶ month period, ^{SPN}
 unless tenant gives landlord sixty (60) days prior written notice of his or her intention to vacate at the
 end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy,
 subject to all terms and provisions of this lease, including a sixty (60) day written notice provision to
 terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of
Eight Hundred dollars (\$ 800.00) each month, payable
 without demand, in advance on the first day of each month. The first month's rental is paid on the
 execution of this agreement, receipt of which is acknowledged by landlord.

3. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with
 landlord the additional sum of 0 dollars
 (\$ 0), receipt of which is acknowledged by landlord, as security for the full and
 faithful performance by tenant of this agreement.

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity
 and water services. Landlord shall have no liability for damage due to breakdown or cessation of said
 facilities and services, but the same shall be restored as promptly as possible. Telephone service is
 not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the
 expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall
 not waste any utilities provided by landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the
 following persons Josh Schwab AND Erik B. Walseth
 and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at
 reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations
 thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental
 applicants or prospective purchasers at all reasonable times within sixty (60) days of the expiration
 of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of

ANY CHECKS RECEIVED AFTER THE THIRD (3RD) OF THE MONTH WILL BE CHARGED a \$15.00 LATE FEE. There will be a \$20.00 charge for non-sufficient funds checks. If these charges do not accompany the rent check they may, at the Lessor's option, be deducted from the security deposit.

Dated this 14th day of December, 2000.

STEPHEN R. NELSON

Joshua W. Schulte
Tenant

[Signature]
Tenant

By: [Signature]
19 South Milton Street
St. Paul, MN 55105

APARTMENT LEASE AGREEMENT

Stephen R. Nelson, referred to herein as landlord, hereby leases to Erik B. Walseth
Josh Schwab, referred to herein as tenant, who hereby leases from
 landlord the unit of rooms known as Apartment No. 1 in the building located at 19 South Milton
 Street, St. Paul, Minnesota, for a tenancy for a period of 12 months, beginning on the first day of
JANUARY 1 2000, and ending on the 31 day of DECEMBER 2000
 on the following terms and conditions:

1. **RENEWAL:** This lease shall automatically renew, after the initial 12 month period, unless tenant gives landlord sixty (60) days prior written notice of his or her intention to vacate at the end of the initial 12 month period. Said renewal period shall be for the following 12 month tenancy, subject to all terms and provisions of this lease, including a sixty (60) day written notice provision to terminate the tenancy.

2. **RENT:** Tenant agrees to pay as rent for the leased premises the sum of Eight hundred dollars (\$ 800.00) each month, payable without demand, in advance on the first day of each month. The first month's rental is paid on the execution of this agreement, receipt of which is acknowledged by landlord.

3. **SECURITY DEPOSIT:** On execution of this agreement, tenant deposits with landlord the additional sum of FIVE HUNDRED dollars (\$ 500.00), receipt of which is acknowledged by landlord, as security for the full and faithful performance by tenant of this agreement.

4. **UTILITIES:** Landlord shall furnish to said apartment only ordinary heat, electricity and water services. Landlord shall have no liability for damage due to breakdown or cessation of said facilities and services, but the same shall be restored as promptly as possible. Telephone service is not furnished as part of this lease. Such expenses are the responsibility of and shall be obtained at the expense of tenant, and tenant agrees to promptly pay such charges as they become due. Tenant shall not waste any utilities provided by landlord.

5. **OCCUPANCY:** Tenant agrees that the leased premises shall be occupied by only the following persons Josh Schwab AND Erik Walseth
 and that the leased premises shall be used only for residential purposes.

6. **RIGHT OF ENTRY:** Landlord reserves the right to enter the leased premises at reasonable times for the purpose of inspection and, whenever necessary, to make repairs or alterations thereto. Tenant hereby grants permission to landlord to show the leased premises to new rental applicants or prospective purchasers at all reasonable times within sixty (60) days of the expiration of the tenancy. Landlord shall first try to notify tenant by mail or phone in a reasonable amount of

ANY CHECKS RECEIVED AFTER THE THIRD (3RD) OF THE MONTH WILL BE CHARGED a \$15.00 LATE FEE. There will be a \$20.00 charge for non-sufficient funds checks. If these charges do not accompany the rent check they may, at the Lessor's option, be deducted from the security deposit.

Dated this 1 day of NOVEMBER, 1999.

STEPHEN R. NELSON

John W. Sch
Tenant

[Signature]
Tenant

By:

[Signature]

19 South Milton Street
St. Paul, MN 55105

ZONING PETITION SUFFICIENCY CHECK SHEET

REZONING

SCUP

NCUP

FIRST SUBMITTED

RESUBMITTED

DATE PETITION SUBMITTED: 8-2-12

DATE PETITION RESUBMITTED: _____

DATE OFFICIALLY RECEIVED: 8-8-12

DATE OFFICIALLY RECEIVED: _____

PARCELS ELIGIBLE: 8

PARCELS ELIGIBLE: _____

PARCELS REQUIRED: 6

PARCELS REQUIRED: _____

PARCELS SIGNED: 6

PARCELS SIGNED: _____

CHECKED BY: Paul Dubouiel

DATE: 8-8-12

Hi Neighbors

my name is STEVE NELSON AND I own the stucco house at 19 Milton St. So. I bought my house 23 years ago. In Oct. of 1990 I started to rent out part of my house (I was going through a divorce). my first renter was Andy Pugh, who was going to William Mitchell Law School. Since then I have had continuous renters.

I have done a lot of remodeling over the years and last summer I did a major exterior make over. I think the house looks great.

Some of you know me, some don't, but I feel that I have been a very good neighbor.

I listed my house for sale on May 21, 2012. In the course of the sale process, I learned that my duplex is not recognized by the city of St. Paul. I need to apply for a "nonconforming use permit" to qualify as a duplex, either to sell or continue renting as I have for the past 21 yrs.

I am asking you neighbors for your permission to allow me to go through the city process to get this "use permit".

This is very important to me and I pray you will support me.

Thank You so much

Steve R. Nelson

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

A copy of the application of STEPHEN R. NELSON
(name of applicant)

to establish a Duplex
(proposed use)

located at 19 Milton St. South
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
926 Summit Ave.	Maria S. Huffman	Maria S. Huffman	7-16-12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

A copy of the application of STEPHEN R. NELSON
(name of applicant)

to establish a DUPLEX
(proposed use)

located at 19 MILTON ST. SOUTH
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
917 GRAND AVE	MILTON MALL LLC	[Signature]	7/19/12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

A copy of the application of STEPHEN R. NELSON
(name of applicant)

to establish a Duplex (proposed use)

located at 19 Milton St., South
(address of property)

~~We consent to the approval of this application as it was explained to us by the applicant or his/her representative.~~

[illegible]

9/08

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

A copy of the application of STEPHEN R. NELSON
(name of applicant)

to establish a Duplex (proposed use)

located at 19 Milton St., South
(address of property)

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

[illegible]

9/08

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

A copy of the application of STEPHEN R. NELSON
(name of applicant)

to establish a Duplex (proposed use)

located at 19 Milton St., South
(address of property)

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

[illegible]

9/08

CITY OF SAINT PAUL

AFFIDAVIT OF PERSON CIRCULATING PETITION

STATE OF MINNESOTA)

:SS

COUNTY OF RAMSEY)

STEPHEN R. NELSON, being first duly sworn, deposes and states that he/she is the person who circulated the consent petition consisting of 5 pages; that affiant is informed and believes that the parties described on the consent petition are the owners of the parcels of real estate described immediately before each name, and that each of the parties described on the consent petition is an owner of property within 100 feet of the subject property described in the petition and all property contiguous to the subject property that was owned, purchased or sold by the petitioner within one (1) year preceding the date of the petition; that the consent petition was signed by each said owner; and that the signatures are the true and correct signatures of each and all of the parties so described.

Stephen R. Nelson
NAME

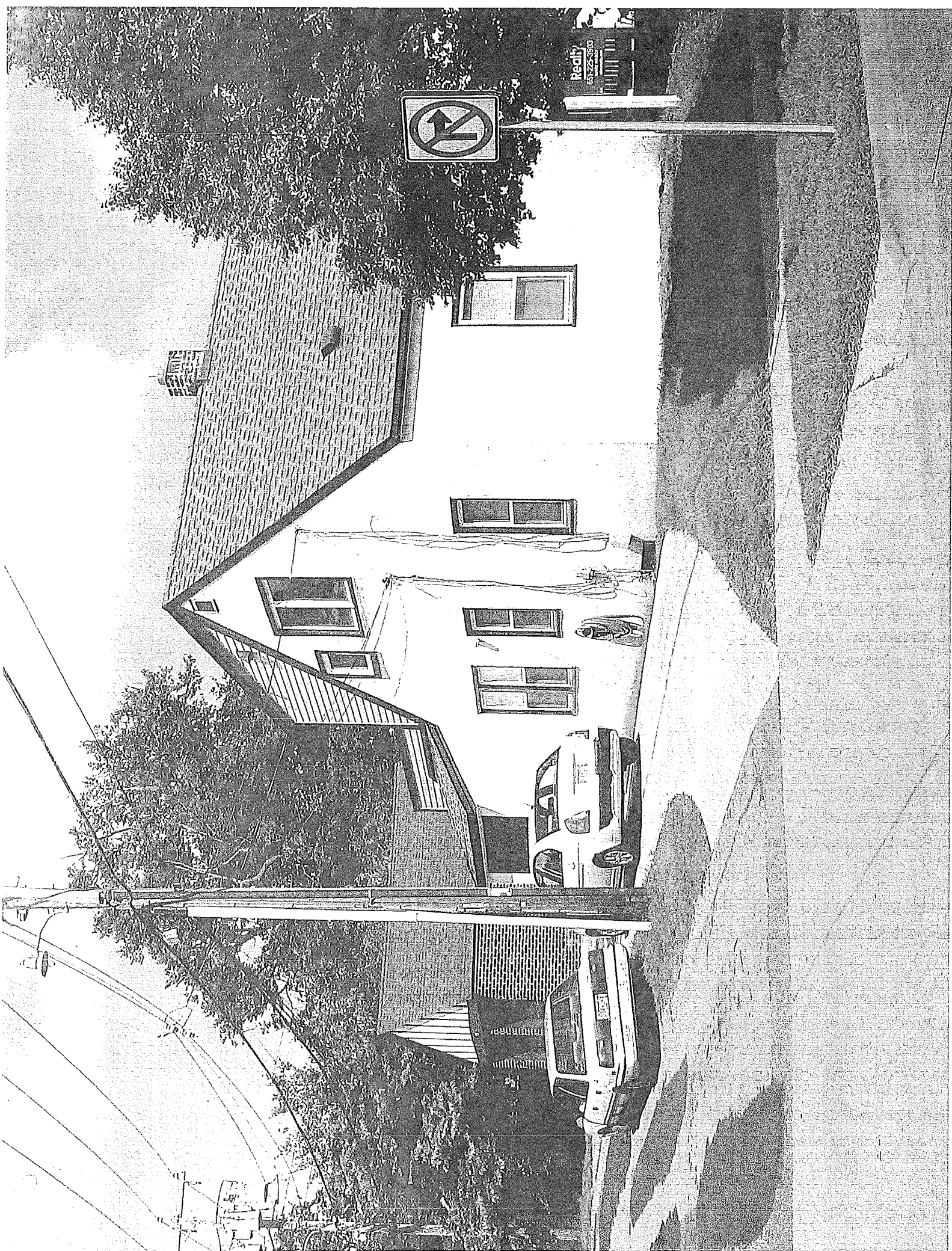
19 M. HOW ST. SO., ST. PAUL
ADDRESS

651-290-0156
TELEPHONE NUMBER

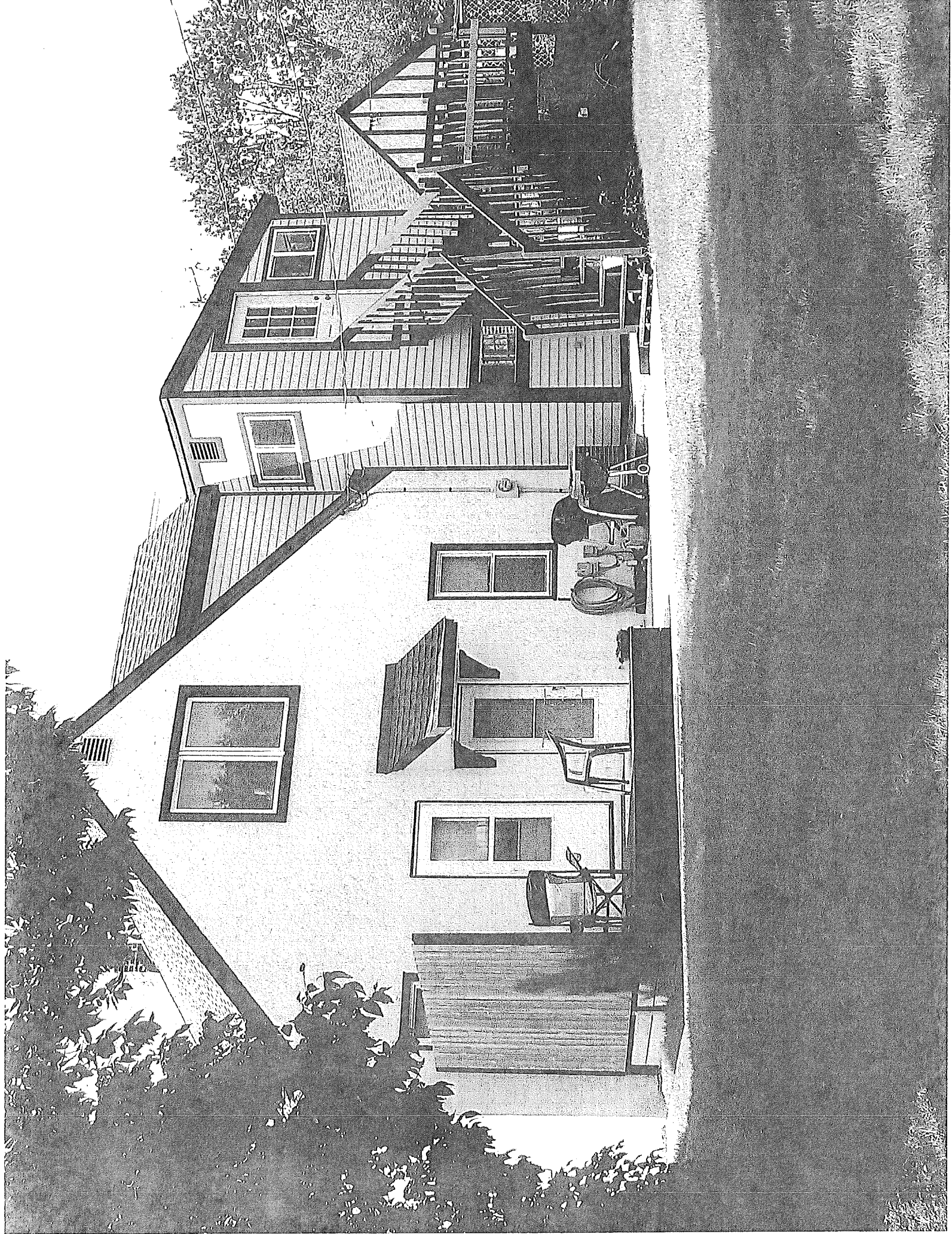
Subscribed and sworn to before me this
2nd day of August, 2012.

Jennifer L. Fink
NOTARY PUBLIC









← ALLEY →

(S)

concrete parking Driveway

37'

15 feet

3 feet

32 feet

Garage

63 feet

(N)

(E)

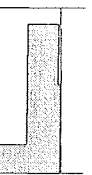
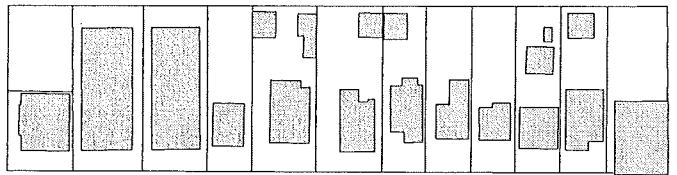
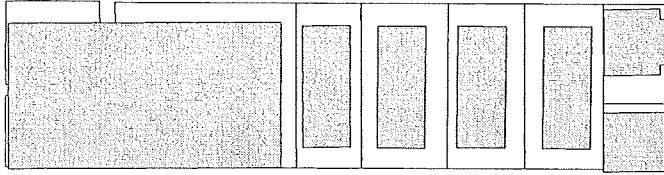
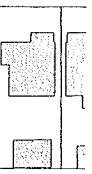
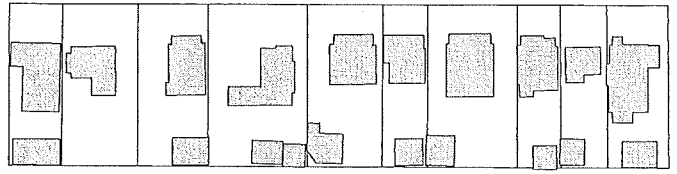
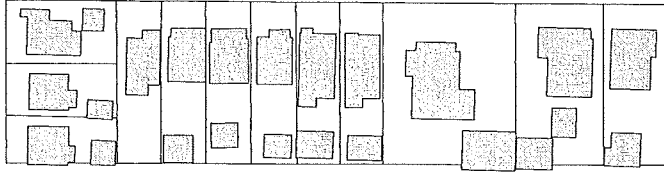
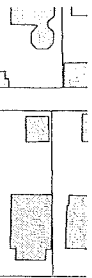
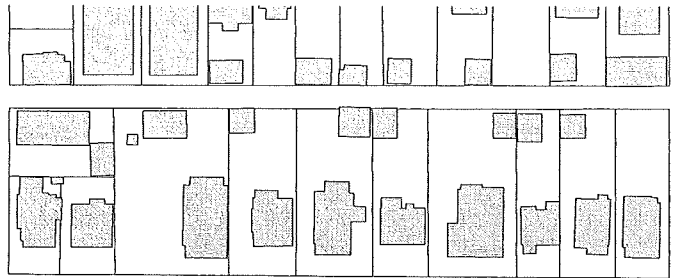
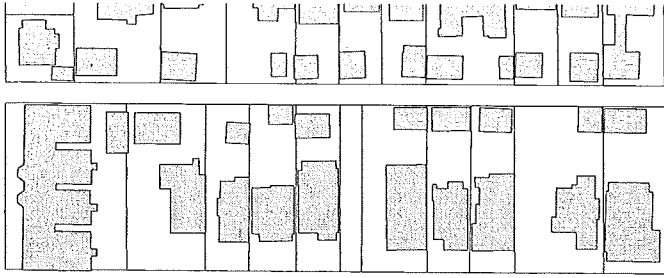
Lot
← 95 feet →

928 Summit Ave.
Mark and Nina Peschel Lot

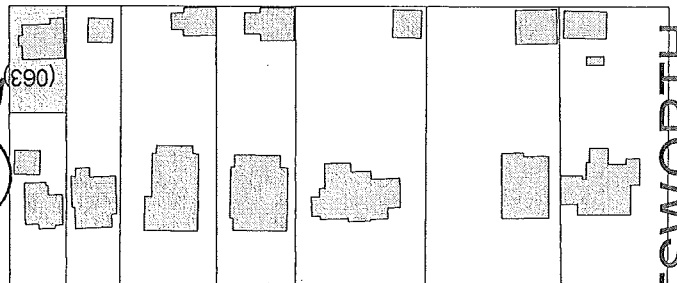
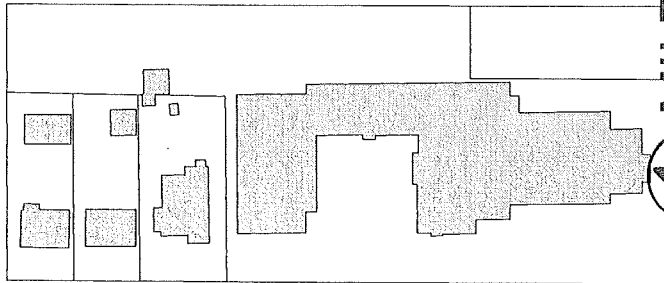
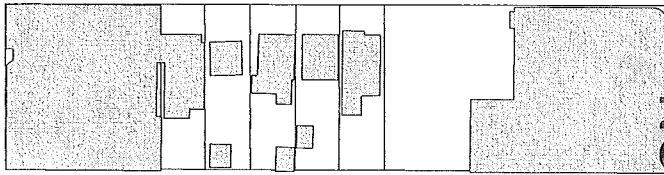
(W)

1928 Summit Ave. - M.A. Hoffman Lot

19 Milton St.



GRAND



MILTON



(063)

CHATSWORTH

SUMMIT

